

Request for Proposals



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Advertised Date: April 29, 2004

RFP Title: Facility Security & Barricade Control Systems

RFP Number: 04-025PR

Due Date: May 27, 2004- 2:00 P.M.

Buyer: Paul Russell, paul.russell@metrokc.gov, 206-684-1054

This Contract will be funded in part by the Federal Transit Administration (FTA). Neither FTA nor the Federal Government is party to any sub-agreement nor to any solicitation or requests for proposals.

Pre-proposal Conference:

None

Proposals are hereby solicited and will **ONLY** be received by:

King County Procurement Services Section
Exchange Building, 8th Floor
M/S EXE-ES-0871
821 Second Avenue
Seattle, WA 98104-1598

Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

CONTRACT

THIS CONTRACT, made this ____ Day of ____, 2004 by and between King County, Washington, (hereinafter "County") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No: 268297 Contract Title: Facility Security & Barricade Control Systems

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and Services in accordance with the Contract's terms, Scope of Work and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; **[1]** Contract Amendments; **[2]** the Contract Document which includes: Cover page, Contract, Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, Attachments: A) Contractor Registration Form, B) Contract Price, C) Domestic Partner Benefits, D) Personnel Inventory Report, E) Affidavit and Certificate of Compliance, I) Certificate of Lobbying Activities, J) Disclosure Form to Report Lobbying and Instructions, K) Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions, L) Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions, N) 504/ADA Assurance of Compliance, O) Contractor's Insurance Forms; and **[3]** RFP Addenda; **[4]** Request for Proposals; **[5]** Best and Final Offer; **[6]** the proposal.

COMPANY NAME: _____

ACCEPTED BY: _____ KING COUNTY APPROVED BY: _____

Authorized signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

DATE ACCEPTED: _____

DATE APPROVED: _____

Approved as to form only: _____

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the County during the Proposal period and prior to contract award.

Administrative Change: Documentation provided by County to Contractor, which reflects internal King County procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised Proposal and any supplemental information requested during the evaluation of Proposals. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last govern.

Buyer: Individual designated by the County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as an Amendment.

Competitive Range: The Competitive Range consists of the Proposers that have a reasonable chance of selection for contract award. The Proposal Evaluators (PE) shall conduct the initial evaluation of the proposals considering price and Evaluation Factors established in the RFP. The Buyer and Project Manager/PE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page 2 of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County shall examine to determine the Proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Day: Calendar Day.

Documentation: Technical publications relating to the use of the Software or Services to be Provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to the County.

Enhancement: Technical or functional additions to the Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or Contractor's Documentation.

Final Acceptance: The point when King County acknowledges that the Contractor has preformed the entire Work in accordance with the Contract.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Previous Sequential Release: A release of Software for use in a particular operating environment that has been replaced by a subsequent release of the Software in the same operating environment. Contractor shall support a Previous Sequential Release. Multiple Previous Sequential Releases may be supported at any given time.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Proposal Evaluators (PE): Team of people appointed by the County to evaluate the proposals, conduct discussions, call for Best and Final Offers, score the proposals and make recommendations.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a proposal to perform the Work.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings that are available to Proposers for information and reference in preparing proposals but not as part of this Contract.

Scope of Work or Statement of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be provided or the technical requirements to be fulfilled under this Contract contained within Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, including Software Maintenance or Support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.

Software: All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including source code, localized versions of the computer Software programs and Enhancements thereto, including source code and Documentation delivered by Contractor to the County.

Software Extensions: A modification to the standard panels, screens, workflow processing that are made by King County without changes to the source code.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

System Integration: The installations and operations of all hardware, Software and communications components so that they function as a complete operational environment and in conjunction with each other as specified in the Contract.

Update: All published revisions to the Documentation and one (1) copy of the new release of the Software, which are not designated by Contractor as new products.

Work: Everything to be provided and done for the fulfillment of the Contract and Shall include all Software, Hardware and Services specified under this Contract, including Contract Changes and settlements.

SECTION 1 - PROPOSAL PREPARATION

1-1 Introduction

A. Description of Work:

Supply and deliver two (2) each facility security and barricade control systems consisting of vehicle detection systems, closed circuit television (CCTV) systems, and barricade control systems for six (6) previously installed hydraulically operated vehicle barricades. The Work includes, but is not limited to, the design, fabrication, testing, delivery, and installation support for fully functional facility security and vehicle barricade control systems.

B. Installation:

Installation is NOT included in this Contract. However, installation support is included in this Contract (See Subsection 7.15, Installation Support). Another contractor under a separate contract with King County will perform installation

1-2 Proposal Submission Date/Location

A. Proposals shall contain all required attachments and information, be sealed and submitted to the County (hereinafter "County"), Procurement and Contract Services Section, Mailstop EXC-ES-0871, Eighth Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 no later than 2:00 p.m. Seattle time on proposal submittal date.

B. Proposals shall only be accepted from Contractors able to complete the Contract requirements. Subcontractors and joint Proposers are not allowed to submit stand alone proposals.

Note: This RFP is available on the Web at

<http://www.metrokc.gov/finance/procurement> and by choosing the "RFPs, RFQs, ITBs" menu tab, then click the "New" menu tab, then click on "goods/services", and look for RFP 04-025PR. Persons who copy the Document from the Internet shall inform the Buyer Paul Russell that they have received the document. If they fail to inform Mr. Russell, they shall not be notified of Addenda as issued. All Addenda shall be referenced in the Contractor Registration Form (Attachment A).

1-3 Proposal Signature

Each proposal shall include a completed Contractor Registration Form, Attachment A signed by an authorized representative of the Proposer.

1-4 Addenda

Each 'Contractor Registration Form', Attachment A, shall include acknowledgment of receipt and review of ALL Addenda issued during the proposal period.

At any time, if the County changes, revises, clarifies, increases, or otherwise modifies the RFP, the County shall issue a written Addendum to the RFP.

In considering which firms to notify by Addendum, the County shall consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

A. If proposals are not yet due, the Addendum shall be sent to all firms that have received the RFP or acknowledged receipt of the RFP from the web site. (See Subsection 1-2 for location of Addenda on King County Web.)

B. If the time for receipt of proposals has passed, the Addendum shall be sent only to Proposers with proposals submitted on time to the County.

- C. If the proposals have been evaluated, only those proposals determined to be within the competitive range shall receive an Addendum.
- D. The County reserves the right to extend the proposal submission period or may cancel the original RFP and may issue a new one, regardless of the stage of the procurement process. The new solicitation shall be issued to all firms originally solicited and to any firms added to the Proposers list.

1-5 Questions and Interpretation of Proposal

No oral interpretations as to the meaning of the RFP shall be made to any Proposer. Questions, request for interpretation or clarification, petition for changes, additions or deletions to technical or contractual terms in this RFP, shall be submitted via email to the Buyer in Subsection '1.7 Inquiries' at least ten (10) Days before the date established for submitting proposals. Any interpretation deemed necessary by the County shall be in the form of an addendum to the RFP and when issued shall be delivered as promptly as is practical to all parties to whom the RFP has been issued. All Addenda shall become part of the RFP and any subsequently awarded conforming Contract. Proposers shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, or otherwise, they may have with County employees or third parties regarding the RFP. Any changes to the RFP shall follow the Addenda process described in Subsection 1.4 Addenda. Questions should follow this format.

#	Subsection	QUESTION
1.	Section 7.15 Installation Support C.1.i	
2.		
3.	Section 8.2 Contracts	
4.		

1-6 Schedule

Day/Month/Year **Event**

April 29, 2004..... Public announcement of Request for Proposals
 May 18, 2004 Last questions due, in writing, subsection 1.5
 May 27, 2004 Proposals due subsection 1.2 and RFP Cover
 May 28, 2004 Evaluation/Negotiation of Proposals begins. Section 2

PROPOSALS NOT WITHIN THE COMPETITIVE RANGE SHALL BE ELIMINATED FROM THE SELECTION PROCESS.

*June 2004_____ Evaluation/Negotiation complete

*July 2004_____ Execute Contract and issue Notice to Proceed

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1-7 Inquiries

Inquiries concerning the procurement process shall be directed to Paul Russell at e-mail address: paul.russell@metrokc.gov or at phone number (206) 684-1054 or FAX number (206) 684-1470 or in writing to the County's Procurement & Contract Services Section, Eighth floor, Exchange Building, Mailstop EXC-ES-0871, 821 Second Avenue, Seattle, WA 98104-1598.

COMMUNICATIONS CONCERNING THIS PROCUREMENT, WITH OTHER THAN THE LISTED BUYER MAY CAUSE THE PROPOSER TO BE DISQUALIFIED.

1-8 Examination of Proposal and Contract Documents

- A. The submission of a Proposal shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and Services to be Provided hereunder.
- B. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from any obligations with respect to it's Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances or resolutions.

1-9 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of Proposals submitted in response to this RFP.

1-10 Modification or Withdrawal of Proposals Prior to Proposal Due Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request shall be in writing signed by an authorized representative of Proposer as identified in Attachment A, Contractor Registration Form. All Proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1-11 Errors and Administrative Corrections

- A. The County shall not be responsible for any errors in Proposals. Proposers shall only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.
- B. The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1-12 Compliance with RFP Terms, Attachments and Addenda

- A. The County intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit Proposals, which respond to the requirements of the RFP. An exception is not a response to a Proposal requirement. If an exception is taken, a 'Notice of Exception' shall be submitted with the Proposal. The 'Notice of Exception' shall identify the specific point or points of exception and Provide an alternative.
- B. Proposers are cautioned that exceptions to the terms, conditions, attachments and addenda may result in rejection of the proposal. The County reserves the right to reject any proposal for any reason including, but not limited to, the following: any proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any proposal which has any qualification, addition, limitation or provision attached to the proposal; any proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work; any proposal which is not approved as being compliant with the requirements for equal employment opportunity; any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local govern-ment agencies.

- C. The County may, at its sole discretion, determine that a proposal with a 'Notice of Exception' merits evaluation. A proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if the County determines that a Contract in the best interest of the County may be achieved.
- D. In consideration for the County's review and evaluation of its proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.
- E. Proposals shall address all requirements identified in this RFP. In addition, the County may consider proposal alternatives submitted by Proposers that Provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

1-13 Proposal Submittal Requirements

- A. The Proposal shall contain the following items and follow the exact sequence outlined below:
 - 1. Proposal Table of Contents
 - 2. Response to Responsibility items listed in Subsection 2.3.
 - 3. Complete Bill of Material in drawings and in Section 7 with unit price to the County and the installation hours per item.
 - 4. Attachments:
 - Attachment A Contractor Registration Form.
 - Attachment B Price Proposal
 - 5. Brochures, booklets or other sales material may be attached to the Proposals (optional).
 - B. The following completed forms will be required from the selected contractor, prior to contract award, they are available at www.metrokc.gov/finance/procurement/forms.asp
 - [Attachment C](#) Domestic Partner Benefits "Declaration" Form
 - [Attachment D](#) Personnel Inventory Report – Complete, sign and submit.
 - [Attachment E](#) Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity – Complete, sign and submit.
 - [Attachment J](#) Disclosure Form to Report Lobbying and Instruction - Complete as appropriate, sign and submit.
 - [Attachment K](#) Certificate Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions. Complete, sign and submit.
 - [Attachment L](#) Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions. Signed by subcontractors after award of a Contract.
 - [Attachment N](#) 504/ADA Assurance of Compliance – Complete and submit.
 - [Certificate of Insurance and Endorsements](#) – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this ITB
- All proposal submittal requirements noted in this Section are mandatory. Detailed responses are encouraged.

- C. The Proposer agrees to furnish all applicable sworn statements and the required evidence of insurance and to perform the other acts which are conditions precedent to formation of the Contract within **five (5) Days** after receiving written notice of award.
- D. Submit one (1) original and four (4) copies of the Proposal and attachments. One (1) original [marked ORIGINAL] shall be unbound to facilitate reproduction.

1-14 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals from the participants in such collusion shall be considered. The County's determination shall be final.

1-15 Proposal Price and Effective Date

- A. The Proposal price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the Proposal price. The County shall pay any Washington State sales/ use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.
- B. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.
- C. The Proposal shall remain in effect for 120 Days after the Proposal due date or Best and Final due date.

1-16 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible and advantageous Proposal, the County shall have the right, in its sole discretion, to extend the Proposal due date to conduct any or all of the following with the Proposer: Price analysis, clarifications, discussions or negotiations. The Proposer shall promptly Provide all pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

1-17 Protest Procedures

- A. Form of Protest: In order to be considered, a Protest shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Section of the Department of Executive Services, and include:
 - 1. The name, address, and phone number of the Proposer protesting, or the authorized representative of the Proposer;
 - 2. The Proposal RFP Number and Title under which the protest is submitted;
 - 3. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the protesting Proposer to supplement its protest with any subsequently discovered documents prior to the Manager's decision;
 - 4. The specific ruling or relief requested.
- B. Who May Protest.
 - 1. Protests prior to Proposal due date based on Scope of Work or other terms in the RFP document -- any prospective Proposer.

2. Protests following Proposal due date -- any Proposer submitting a Proposal on time.
- C. Time to Protest. Protests based on Scope of Work or other terms in the RFP document shall be received by the County no later than ten (10) Days prior to the date established for submittal of Proposals. The County shall receive protests based on other circumstances within five (5) Days after the protesting Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event shall a Protest be considered if all Proposals are rejected or after award of the Contract.
- D. Determination of Protest. Upon receipt of a timely written Protest, the Procurement Manager shall investigate the Protest and shall respond in writing to the Protest prior to the award of Contract. Except as Provided below, the decision of the Procurement Manager shall be final.
- E. Reconsideration of Manager's Decision. A financially interested Proposer or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Director, Finance and Business Operations Division ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an Error of law or regulation. The following procedures shall be followed for a reconsideration of the Manager's decision:
1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration shall be filed with the Director in writing and include:
 - a. Name, address, and telephone number of the Person protesting or their authorized representative;
 - b. A copy of the written decision of the Manager; and
 - c. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Proposer is relying.
 2. Time for filing Request for Reconsideration. The financially interested Proposer shall file the Request for Reconsideration no later than five calendar Days of receiving the Procurement Manager's decision.
 3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee shall review 1) the information submitted to and reviewed by the Manager and 2) the decision of the Manager, and shall thereafter issue a final determination regarding the Request for Reconsideration. No other information shall be reviewed unless the basis for the request for reconsideration is new data.
- F. Failure To Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

1-18 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your Proposal. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

SECTION 2 - PROPOSAL EVALUATION AND CONTRACT AWARD

2-1 General

Proposals shall be evaluated and ranked by the Proposal Evaluators (PE) on the basis of the criteria established in this RFP. The PE shall evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which proposal is the most advantageous to the County for Contract award. The PE recommendation is subject to review and approval.

2-2 Proposal Evaluation

- A. The PE shall evaluate each proposal using the criteria set forth in this RFP. If deemed necessary by the PE, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PE and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The PE may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the PE determines that the proposal is not within the Competitive Range the PE shall eliminate the proposal from further consideration. Upon completion of discussions, the PE may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.
- C. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

2-3 Evaluation of Responsiveness and Responsibility

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer Provide additional information, explanation and Documentation to be used in the determination. The requests for information can occur at any point in the evaluation process. The additional information shall normally be in the following subject areas:

A. Responsiveness

The County shall consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

- 1. The County shall consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type. This may include requiring the Proposer to Provide references from customers who have been Provided the same or equivalent Goods or Services. References shall include the names and addresses of the parties to whom such goods or Services were Provided and the name and phone number of contact Persons with such parties.

2. The following elements shall be given consideration by the County in determining whether a Proposer is responsible:
 - a. The ability, capacity and skill of the Proposer to perform the Contract or Provide the service required;
 - b. The character, integrity, reputation, judgment and efficiency of the Proposer;
 - c. Whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
 - d. The quality and timeliness of performance by the Proposer on previous contracts with the County and with other third parties, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
 - e. The previous and existing compliance by the Proposer with laws relating to public contracts or Services, including, but not limited to, Disadvantaged Business Enterprise (DBE) and equal employment opportunity requirements;
 - f. The history of the Proposer in filing claims and litigation on prior projects involving the County or third parties; and
 - g. Such other information having a bearing on the decision to award the Contract.

3. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the Work as required. Refusal to Provide such information when requested shall cause the Proposal to be rejected.

When requested, the required financial information shall include:

- a. Audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- b. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;
- c. Certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
- d. The names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.
- e. Acceptable evidence of its ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary personnel.

2-4 Evaluation Criteria

- A. The PE shall score each proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information.
- B. Although all responses to the Request for Proposal are important, certain aspects of the proposal may be more heavily considered than others, however, the County is not required to choose the lowest proposed cost. The County shall select the Proposer(s) that, in the County's sole discretion, is the most advantageous to the overall needs of the County.

C. The evaluation of proposals may include criteria addressed anywhere else in the RFP.

2-5 Proposal Scoring and Priority

The County shall follow a two Phase scoring model. The evaluation and scoring methodology for each phase follows:

Phase I - The Proposals that meet the minimum qualifications shall be comprehensively reviewed and scored by the Proposal Evaluators as described in Phase I. The goal of this phase is to reduce the number of Proposers to a group whose Proposals are within a competitive range.

Phase II. The PE shall score the proposals based on the scoring items as described in Phase II to differentiate between Proposals that meet the County's requirements to enable the County to select the Proposal that most closely meets the County's needs at an affordable price. The County may request further written clarification, presentations, revision to pricing, and may at any time enter into negotiation.

A. Phase I: Initial Screening

Criteria to be considered include:

1. The proposal must include thorough responses to all of the sections identified in Subsection 1.13 of this RFP.
2. The Proposer's response to the request for References in Subsection 8.4 must demonstrate that the Proposer's team has in-depth, relevant and successful experience with the products and systems to be procured under this Contract from design through installation through start up.
3. Evaluation of Responsiveness and Responsibility (see Subsection 2.3)
4. Proposer must be able to demonstrate adequate parts availability.

B. Phase II: Final Evaluation

The Proposals that meet the minimum requirements will then be scored to determine which proposal is the most advantageous to the County on the items listed below. The county may request further written clarification, meetings and may at any time enter into negotiation.

C. Scoring of Proposals

Subsection 8.4	References	100 Maximum Points
Subsection 8.5	Proposer and Manufacturer Information	200 Maximum Points
Subsection 8.6	Compliance with Technical Specifications	400 Maximum Points
Attachment B	Project Cost (Attachment B)	300 Maximum Points
Total possible score		1000 points

2-6 Competitive Range

The evaluation of Proposers' Proposals and additional information may result in successive reductions of the number of Proposals that remain in the competitive range. If applicable to the procurement, the firms remaining in the competitive range may be invited to continue in the Proposal evaluation process, and negotiations.

2-7 Negotiations

The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all

provisions of the proposed Contract. In the event negotiations are not successful, the County may reject any or all Proposals.

2-8 Contract Award

Contract award, if any, shall be made by the County to the responsible Proposer whose Proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2-9 Insurance Requirements

The Proposer to whom the County awards a Contract pursuant to this RFP shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance shall be submitted within ten (10) Days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance shall result in rejection of the Proposal. (See Subsection 5 Insurance)

2-10 Public Disclosure of Proposals

This procurement is subject to the Washington Public Disclosure Act, RCW 42.17.250 et seq. Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract has been signed by both parties Proposals shall be available for inspection and copying by the public

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County shall notify the Proposer of the request and allow the Proposer fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Proposer does not take such action within said period, the County shall release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this subsection and shall have no claim against the County on account of actions taken under such procedure.

SECTION 3 - STANDARD CONTRACTUAL TERMS AND CONDITIONS**3-1 Administration**

This Contract is between the County and the Contractor who shall be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work have not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract shall be disclosed; and the County shall determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be Provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3-2 Contract Changes

No oral order or conduct by the County shall constitute a Contract change. Both parties shall agree to contract changes in writing.

If any Contract change causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the project schedule, or both shall be made and the Contract and all related purchase orders(s) modified and agreed to in writing by both parties. Every contract change may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to Contract price or schedule. Contract changes do not require notice to sureties by County.

3-3 Cost or Price Analysis

Cost or Price Analysis may be required by the County for the evaluation of Proposals, Best and Final Offers, negotiations, contract changes, terminations, revisions to contract requirements or other circumstances as determined by the County.

3-4 Termination for Convenience/Default/Non-Appropriation**A. Termination for Convenience**

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract, applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A Notice to Cure shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination;
3. The Contractor shall only be paid for Work delivered and Accepted, or Work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County shall be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this contract or a related Purchase Order to Provide further Work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3-5 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event

the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

3-6 Washington State Sales Tax

The County shall make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3-7 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor shall maintain and be liable for all taxes, fees, licenses and costs as may be required by applicable federal, state or local laws and regulations for the conduct of business by the Contractor and any sub-contractors and suppliers shall secure and maintain such licenses and permits as may be required to Provide the Work under this Contract.

3-8 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3-9 Indemnification and Hold Harmless

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.
- B. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.
- C. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its

officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- D. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.
- E. In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- G. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- H. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- I. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3-10 Limitation of Liability

Except for the County's intentional and willful violations of Contractor's intellectual or proprietary rights, which can be attributed to the County management, and injuries to persons by either party Neither party shall be liable for any indirect, incidental, special or consequential damages, including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages. Excluding damages incurred under the paragraphs A, B, and C either party's liability for damages to the other under this Contract shall be limited to (1 X times) the value of the contract or one million dollars whichever is greater. The parties agree to the allocation of liability of risk set forth in this subsection.

3-11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3-12 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in

any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3-13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date in which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3-14 Mediation and Arbitration

Nothing in this subsection precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in either King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle.

3-15 Retention of Records, Audit Access and Proof of Compliance with Contract**A.** Retention of Records

The Contractor and its subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

1. Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted auditing principles and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).
3. If an audit is commenced more than sixty (60) Days after the date of final payment for Contract Work, the County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

C. Proof of Compliance with Contract

The Contractor shall, upon request, Provide the County with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the County, and if federally funded, the DOJ and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

3-16 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3-17 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts, which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

Ref: KCC 10.14

3-18 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if

he/she participated in determining the Work to be done or process to be followed while a County employee.

All bidders, Proposers, vendors or contractors who anticipate contracting with the County shall identify at the time of offer, such current or former County employees involved in preparation of bids/Proposals or the anticipated performance of the Work if awarded the Contract. Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract

Ref: KCC 3.04.015C; 3.04.035B; 3.04.035D; 3.04.035E; 3.04035H1; 3.04.035H2.

Non-Discrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment and Provision of Services.

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices.

During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Compliance with Laws and Regulations.

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit discrimination. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract.

D. Record-keeping Requirements and Site Visits.

The County may, at any time, visit the Project Site, Contractors' and subcontractors' offices to review records related to the solicitation, utilization, and payment to subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this Section. The Contractor shall provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for six (6) years after completion of all work under this Contract, the following:

1. Records, including written quotes, Proposals, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to subcontractors and suppliers in this Contract.
2. The Contractor shall make the foregoing records available to King County for inspection and copying upon request. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of contract, which may result

in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

E. Discrimination In Contracting

King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither Contractor nor any party subcontracting under the authority of this Contract shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.

3-19 Disadvantaged Business Enterprise (DBE) Participation

- A. Nondiscrimination 49 CFR part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. DBE Program. The County has determined that no DBE goal shall be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.
- C. Efforts to Increase DBE Participation. Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:
1. Advertise opportunities for subcontractors and suppliers ("subcontractors") in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting Proposals directly from DBEs.
 2. Utilize the services of available minority community organizations, minority consultant groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses.
 3. Establish delivery schedules, where requirements of the contract allow and encourage participation by DBEs and other small businesses.
 4. Achieve DBE attainment through joint ventures.
- D. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693. For purposes of this Contract, a DBE firm shall be certified by OMWBE as of the date and time of Proposal submittal.
- E. Procedure Applicable when DBEs Are Utilized. Concurrent with the use of any DBE subcontractor or supplier the Contractor shall provide notice of such use in writing to the King County Business Development and Contract Compliance Section (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this Section is available from BDCC at (206) 205-0700. Notice referenced herein should be delivered to the following address:
- Business Development and Contract Compliance Section
Office of Business Relations and Economic Development
Bank of America Tower
Mail Stop: KCC-EX-0402
700 5th Avenue, 20th Floor, Suite 2000
Seattle, WA. 98104

Phone: (206) 205-0700

Fax: (206) 205-0719

3-20 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

3-21 Nonwaiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3-22 Domestic Partner Benefits (Non-Discrimination in Benefits)

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form. Attachment C. The [DPB Ordinance and Declaration Form](#) is also available online at www.metrokc.gov/finance/procurement/forms.asp.

SECTION 4 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS**4-1 Execution of the Contract**

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page 2. The date the Contract is countersigned by the County is the Contract effective date. No other act of the County shall constitute Contract award. After Contract award, the County shall issue Purchase Orders detailing the Work to be performed.

The Contract may be executed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.

4-2 Contract Term

This Contract shall commence on the Contract execution date [See Contract pg. 2]. The term of this Contract shall be five (5) years in one (1) year increments, commencing on the effective date of the Contract and subject to the termination provisions at Subsection 2.4 Termination for Convenience/Default/Non-Appropriation or as described in the Scope of Work. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years unless extended by written agreement signed by all parties.

4-3 Notices

All notices or Documentation required or Provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation

KING COUNTY	CONTRACTOR
Project Manager – Mike Stanaszek	
King Street Center	
201 S Jackson St M/S KSC-TR-0435	
Seattle, WA 98104-3856	
206-684-2045	
Michael.stanaszek@metrokc.gov	

For Contract related notices or Documentation contact:

King County Procurement and Contract Services Section	
Exchange Building, 8 th Floor	
821 Second Ave. M/S EXC-ES-0871	
Seattle, WA. 98104-1598	
Buyer – Paul Russell	
(206) 684-1054	
Paul.russell@metrokc.gov	

4-4 Payment Procedures**A. Invoices**

The Contractor for Work Accepted by the County shall furnish invoices to:
 King County Project Manager
 Mike Stanaszek (see Subsection 4-3)

Important – When a purchase order is issued against this Contract and has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery Accepted by the County. All invoices shall include the following information: purchase order number, requester's name and phone number, date of invoice, invoice number, prompt payment discount and invoice total. For each item provide from Attachment B of the Contract including: quantity, description, model, version and serial number; where applicable and contract price, with applicable discounts.

FAILURE TO COMPLY WITH THESE REQUIREMENTS OR TO PROVIDE AN INVOICE IN CONFORMANCE WITH THE CONTRACT MAY DELAY PAYMENT.

B. Payments

Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the Invoice.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its subcontract no later than ten (10) Days from the receipt of each payment the Contractor receives from the County.

4-5 Advance Payment Prohibited

No advance payment shall be made for the Work furnished by Contractor pursuant to this Contract.

4-6 Purchase Orders

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in Attachment B. The purchase orders issued by the County may reflect the agreed to modification of Contract terms, funding or other matters subject to subsection 3.2, Contract changes.

4-7 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

4-8 Cost Mark-Up

Contractors shall not mark up Subcontractor costs and Other Direct Costs (ODCs). The cost for Subcontractor management shall be segregated into a single cost item and included as a separate task in Attachment B.

4-9 Direct Costs Related to Additional Work

Direct costs for additional Work shall be billed at cost without markup.

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If a Person does not request government rates, he/she may be Personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.

- B. Reimbursement for meals shall be limited to the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301, App.A.
- C. Accommodation rates shall not exceed the Federal Lodging limit plus host city taxes. The Contractor shall always request government rates.
- D. The direct costs contained in A, B and C above shall only be authorized by the County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA 98104.
- E. Air travel shall be by coach class at the lowest price available at the time the County Project Manager requests a particular trip. In general, a trip is associated with a particular Work activity of limited duration and only one round-trip ticket, per Person, shall be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs shall be billed without markup.
- G. Authorized subcontract Services; Provided that the limitations set forth in the above paragraphs shall be applicable to such subcontract Services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

4-10 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights. Conducting of tests and inspections, review of Scope of Work or plans, payment for a Work, or Acceptance or Final Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- B. Warranty Term. The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform with all requirements of this Contract and shall achieve specified performance, for a period of period of eighteen (18) months after Functional Shop Test (see Section 7.14.A), or twelve (12) months after Final Acceptance (whichever is shorter) of such Work by the County. Any Work corrected shall be subject to this subsection to the same extent as the Work initially Provided.

The warranty shall specifically extend beyond and specifically accommodate the transport, reassembly, and final field installation of the system by King County as long as such actions are performed to the specifications.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors. The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

4-11 Warranty Remedies

- A. If at any time during the twelve (12) Month period immediately following Final Acceptance of any Work covered by this Contract, Contractor or the County discovers one or more material defects or Errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, Error or nonconformity by, among other things, making additions, modifications or adjustments as may be necessary in conformity with the warranties herein.
- B. In order to qualify for remedial action under these warranties, the County shall report a warranty failure to the Contractor in writing within thirteen (13) Months from the date of Final Acceptance. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the County or anyone other than the Contractor or its Subcontractors, unless under Contractor's or its Subcontractor's direction.
- C. Notice Required. The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County shall charge-back the cost for such warranty repair to the Contractor.
- D. The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.
- E. After the equipment is set up in the test environment, tested, and passes the test criteria the County will provisionally accept it. (see 4.14 Final Acceptance). Then the Contractor shall repackage the equipment for relocation to storage.
- F. If there is loss or damages to equipment as a result of improper transport or handling or installation, at the final field location, that is not in accordance with the Contractor's specific recommendations, the County shall be liable for such damages but this event shall not otherwise effect the terms of the warranty. The Contractor expressly accepts the warranty terms knowing that the County will be responsible for the final field installation.

4-12 Defective Work

Prior to Final Acceptance, when and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

4-13 Acceptance Process

King County may give iterative acceptances as the Work is accomplished either by Phase or Milestone. The Contractor will give the County "notice of completion" of Work related to a specific Milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

4-14 Final Acceptance Process

The County shall begin the Final Acceptance process in accordance with the Contract as follows:

- A. The parties shall agree on the start date for the Acceptance process.
- B. All details of this testing shall be included in the test plan to be submitted by the Contractor and approved by the County. (see Section 4.11 E for provisional acceptance)
- C. The Acceptance will be in three parts.
 1. Part One – Functional Shop Test: The first part is performed after completion of the PLC programming. The test includes steps required to demonstrate the proper operation of the fully integrated monitoring and traffic control systems, with the entire system assembled in a shop location in Seattle, WA provided by King County. This testing uses the barricade emulation test devices provided as part of this contract specifically to support this testing. Demonstrate all functional aspects of the “facility security and barrier control systems”, including performance of the vehicle detection systems; cameras, monitoring, recording, and digitizing devices, and the barrier control systems, using emulation devices to simulate the barrier operation. Prepare and submit a functional shop test plan to the County for review and approval prior to commencing the test.
 2. Part Two – Functional Field Test: After King County installs the system in the final field locations, the second part of the acceptance test shall begin. The same steps as the Functional Shop Test plan shall again demonstrate the proper operation of the fully integrated monitoring and traffic control systems, this time using the actual, installed hydraulic barricades instead of the test emulation devices. Prepare and submit a field test plan reflecting testing of the complete system under installed conditions, including detection of actual vehicles, full function of the CCTV system, and operation and control of the installed vehicle barriers.
 3. Part Three – In-Service Operation: Final acceptance shall also include thirty (30) continuous Days of operation of the Work without material defect in accordance with the Contract in the County’s fully implemented operating environment.
- D. If the County Accepts the Work, after Part Three the County will send a Notice of Final Acceptance to the Contractor.
- E. If County determines that the Work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
- F. The Contractor shall either provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period with no charge to the County. The parties shall mutually agree on a start date for beginning another Acceptance test.
- G. Another thirty (30) Day successful operation period shall follow any corrections or replacements to the Work. Two or more thirty (30) day operation Acceptance test periods can occur if mutually agreed to by the parties.
- H. If the County Accepts the Work following a second or subsequent Acceptance test, the County will send a Notice of Final Acceptance to the Contractor.
- I. If the Contractor does not correct or replace the unacceptable Work the County may declare a breach of contract.
- J. Because the warranty start is conditional upon the County completing the installation, the County will commit to having the work installed within 90 days of the initial acceptance.

4-15 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

4-16 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

4-17 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

4-18 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public. All Software products provided by the Contractor under this Contract are copyrighted and are proprietary to the Contractor.

If a Contractor considers any portion of the items including Software, data and Related Materials, delivered to the County to be protected under the law, the Contractor shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the County to be exempt from public disclosure, the County shall not release the exempted documents. If the material is not exempt from public disclosure law, the County shall notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County shall release the item deemed subject to disclosure. By signing a Contract, the Contractor assents to the procedure outlined in this subsection and shall have no claim against the County on account of actions taken under such procedure.

4-19 Pricing of Spare Parts

The County shall have the right to conduct a cost/Price Analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Any differences shall be subject to negotiations to the satisfaction of the County.

Competitive pricing is defined as the circumstances in which the County could obtain Bids or Proposals from alternative sources for the same parts. Proprietary parts and noncompetitive parts shall be considered sole source parts requiring justification of pricing.

4-20 No Prototype Components

All proposed hardware, Software and associated items, should be in production and be used by customers comparable to the County at the time of the Proposal. Test or prototype items shall be clearly identified as such. A sufficient inventory of the proposed product shall be available to meet delivery requirements.

4-21 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any patented invention, article, process or method that may be used in performing this Contract or with the completed Work. The Contractor and the Contractor's sureties shall indemnify and hold the County, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the Contract, the Contractor shall notify the County in writing and promptly substitute other articles, materials, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and be satisfactory in all respects to the County.

4-22 Design Defects

The County shall notify the Contractor of the defect in writing; the Contractor shall Provide a modification, redesign or a plan to correct the defect within ten (10) Days of receipt of the notification.

The warranty period and terms for corrected items shall be the same as for the initial items purchased under this Contract.

In the event that during the warranty period repairs or modifications made necessary by design defects are not completed due to the lack of material or the inability to Provide the proper repair, the extended period of the lack of correction shall not be considered in computing the warranty end date. The same warranty shall remain in effect until a correction is implemented. Warranty on items determined to be design defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the repair/replacement date of the redesign or modification for any corrected failures.

4-23 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through subsection 3.2, Contract changes.

SECTION 5 - INSURANCE REQUIREMENTS

5-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the County, deliver to the County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a time-frame acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/ Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

5-2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- B. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
- C. For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- D. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

- 2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 & 9.

- 3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

E. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 / \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000 / \$2,000,000 per claim and in the Aggregate.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

G. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies: Except professional liability and workers compensation.
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. **Use this exact language on the Endorsement form.**
 - b. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.
 - c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

H. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

I. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

J. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

K. Endorsements

Endorsement must be included with insurance form. Examples of standard industry forms are "2010 111" or "GC 76 80 10 00. **The County requires this Endorsement to complete the Contract.**

SECTION 6 - DEPARTMENT OF JUSTICE REQUIREMENTS**6-1 Applicability and Federal Grant Contract**

This procurement is subject to a financial assistance contract between the County and the U.S. Department of Justice. The successful Contractor is required to comply with all terms and conditions prescribed in third party contracts in the grant contract between the U.S. Department of Justice (DOJ) and the County.

New federal laws, regulations, policies and administrative practices may be established after the date this contract is established and may apply to this contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors comply with revised requirements as well.

6-2 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by DOJ. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6-3 Equal Employment Opportunity

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(Authorities: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4).

6-4 Title VI Compliance

The Contractor shall comply with and shall ensure the compliance by all subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Justice, "Nondiscrimination in Federally-Assisted Programs —Implementation of Title VI of the Civil Rights Act of 1964," 28 CFR Part 42, (hereinafter "Regulations") as they may be amended from time to time.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

A. Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, creed, sex, disability, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 42.104 of the Regulations.

B. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive proposals or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, creed, sex, disability, age or national origin.

C. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Department of Justice (DOJ) to be pertinent to ascertain compliance with such regulations, orders and instructions. The Contractor shall maintain all required records for a least three (3) years after the County makes final payment and all other pending matters are closed. Where any information is required and it is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the Department of Justice, as appropriate, and shall set forth efforts made to obtain the information.

D. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County shall impose such contract sanctions as it or the DOJ may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
2. Cancellation, termination or suspension of the Contract, in whole or in part.

E. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the DOJ may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6-5 Labor Provisions - Non-Construction Contracts

A. Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a

rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)).

B. Violation: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

C. Withholding for Unpaid Wages and Liquidated Damages

The Department of Justice or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B of this section. (29 CFR § 5.5(b)(3))

D. Payrolls and Basic Records

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of the Department of Justice and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (29 CFR § 5.5(c)).

E. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through E of this section. (29 CFR § 5.5(b)(4)).

6-6 Cargo Preference - Use of U.S. Flag Vessels or Air Carriers

In the event that ocean shipment or international air travel is required for any equipment, material or commodities pursuant to this Contract, the Contractor shall:

- A. Utilize privately owned United States-flag commercial vessels to ship at least fifty (50%) percent of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- B. Furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project
- C. Utilize United States flag air carriers to the extent such carriers provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers even though comparable or a different kind of service can be provided at less cost by a foreign air carrier, a foreign air carrier is preferred by or more convenient for the Contractor, or service by a foreign air carrier can be paid for in excess foreign currency, unless United States flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of those monies
- D. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract.
- E. (Required by 46 CFR Part 381 and 41 CFR Part 301-3.6).

6-7 Audit and Inspection of Records

In the case of all negotiated contracts and contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposals procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

6-8 DOJ Protest Procedures

Proposers are hereby notified that if this Contract is funded in whole or in part by the Federal Department of Justice, the Federal Department of Justice (DOJ) may entertain a protest that alleges violation of federal law or regulation, or that the County failed to have or follow written protest procedures. 28 CFR Part 66.36(12). Proposers must file a protest with the DOJ not later than 5 working days after the County renders a final decision or 5 working days after the Proposer knows or has reason to know that the County has failed to render a final decision. The protesting party must notify the County if it has filed a protest with the DOJ. After 5 days, the County will confirm with DOJ that DOJ has not received a protest.

The County will not award a contract for 5 working days following its decision on a Proposal protest or while a protest to the DOJ is pending unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award will otherwise cause undue harm to the County or the Federal Government.

6-9 Privacy

Should the Contractor, or any of its subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any contractors, third party

contractors, subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this contract will make this contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract, which involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

6-10 Access Requirements for Individuals with Disabilities

The County and contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and the following regulations and any amendments thereto:

- A. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State of Local Government Services," 28 CFR Part 35;
- B. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- C. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- D. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- E. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and

6-11 Interest of Members or Delegates of Congress

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

6-12 Certification Regarding Debarment, Suspension and Other Responsibility Matters

Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note and federal regulations in 28 CFR 67, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this contract. To assure that such entities and individuals are not involved as participants on this DOJ-financed contract, if the contract exceeds \$100,000, each Proposer shall complete and submit, as part of its Proposal, the certification contained in Attachment K for itself, its principals and its subcontractor(s) for any subcontract in excess of \$100,000. The inability of a Proposer to provide a certification in Attachment K will not necessarily result in denial of consideration for contract award. A Proposer that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation shall disqualify the Proposer from participation under this Proposal. The County, in conjunction with DOJ, will consider the certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the DOJ.

The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Proposer or Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the County. If it is later determined that the Proposer knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances that made the original certification no longer valid, the County may disqualify the Proposer. If it is later determined

that the Contractor knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may terminate the contract, in addition to other remedies available including DOJ suspension and/or debarment.

6-13 Subcontractors' Certification Regarding Debarment, Suspension or Ineligibility

By submitting a Proposal for this Contract, the Proposer agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the certification provided in Attachment L.

Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the certification set forth in Attachment L.

The Contractor shall require each subcontractor, regardless of tier, to immediately provide written notice to the Contractor if at any time the subcontractor learns that its, or a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the subcontractors unless it knows that a certification is erroneous. The Contractor's knowledge and information regarding any subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

6-14 Disclosure of Lobbying Activities

Proposals in excess of \$100,000 require Attachment I, "Certification Regarding Lobbying," and Attachment J, "Disclosure of Lobbying Activities" (if appropriate), be completed and submitted to the County with the proposal, as required by 28 CFR Part 69, "New Restrictions on Lobbying."

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

6-15 Anti-Kickback

The County and contractors are required to comply with the Anti-Kickback Act of 1986, 41 USC §§ 51 et seq. Under state and federal law, it is a violation for County employees, Proposers, contractors or subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a contract or the purchase of goods or services.

"Kickback" as defined by Federal Acquisition Regulation (FAR) 52.203-7, and 41 USC § 52(2), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly to any prime Contractor, prime Contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

6-16 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., as may be appropriate. The terms of Department of Justice regulations, "Program Fraud Civil Remedies," 28 CFR Part 71, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

6-17 Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

6-18 Environmental Requirements

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Environmental Protection

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, et seq., consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. DOJ regulatory requirements on environmental matters at 28 CFR Part 61; Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 et seq. and 40 CFR Part 1500 et seq.

B. Air Quality

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to DOJ and the appropriate U.S. Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by DOJ.

C. Clean Water

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to DOJ and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h et seq. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by DOJ.

D. Historic Preservation

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the

Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 et seq. involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying DOJ of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

6-19 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

SECTION 7 - SCOPE OF WORK**PART 1 GENERAL****7-1 DESCRIPTION****A. Scope of Work:**

Design, fabricate, supply, and deliver two (2) each facility security and barricade control systems as specified herein. The main components of the systems include: vehicle detection loops and beams; closed-circuit television cameras (CCTV); digital video recording and digitization system; monitors; programmable logic controller (PLC), and barricade operation and control panels. The Work includes, but is not limited to, the design, fabrication, testing, delivery, and installation support for fully functional facility security and vehicle barricade control systems. Work under this contract includes a Functional Shop Test of the equipment using emulation devices at a facility in Seattle, WA provided by King County; a Functional Field Test of the installed equipment; and support during final field installation by King County under separate contract. King County will program the PLC provided under this contract during the Functional Shop Test program, and will perform field installation of all equipment in accordance with the Contractors installation instructions provided under this contract.

Refer to the [Drawings](#) attached by reference to this RFP.

B. Project Location:

The King County Metro Transit bus tunnel runs beneath Seattle in a north-south direction. The key focus of this work relates to the security at the two vehicle entry points at the two ends of the tunnel. Two independent systems shall be supplied under this contract, one for each end of the tunnel. There will be a Monitoring Officer (MO) at each end of the tunnel who will operate the facility security and barricade control systems. King County, under separate contract, will provide for the MO security booths at each end of the tunnel to serve as the monitoring and control stations for the systems. The camera monitoring and recording and the barrier control systems will be installed in these booths. King County will also, under separate Contract, install three hydraulically operated barricade systems in the drive lanes at each end of the tunnel, for connection to the barricade control system provided under this Contract.

C. Concept of Operation:

The vehicle detection and CCTV monitoring systems shall be designed to detect traffic flow onto and off of the sites, while allowing the monitoring officer to visually review the activity at the entry and exit points. In addition, the control system shall operate in a manual, normally up barrier, and normally down operational mode. The controlling PLCs, the programming software, and all field and central components shall be provided under this contract.

The systems will be set up to operate at two different security levels, one where the physical barriers are normally up, and one where they are down unless there is an alarm. Both of these scenarios assume the prior installation of hydraulically-operated wedge barricades and associated safety equipment by King County in each of the 2 normally exiting lanes and 1 entering lane at both ends of the tunnel.

The two operating modes require the following set of equipment under this Contract for both ends of the tunnel:

1. A pair of loop sensors around each barrier to automatically reset the barrier after every transaction.

2. A PLC controller that controls the logic of the operation and the human interface.
3. Loop and IR beam for normal inbound driving lanes onto the site.
4. Dual Loop and dual IR beams for normal outbound driving lanes off of the site.
5. 8 CCTV cameras and full mounting and connection equipment.
6. Display monitors for 8 cameras to provide the security operator in the booth a full view of the site perimeter and the areas of interest around the barriers.
7. Digital video recording for all of the cameras.
8. A mode key switch to set the mode for manual or automatic barrier operation.
9. A mode key switch to set the mode for the barriers, Normally up or Normally down.
10. Using a directional sensing system programmed into the PLC, normal outbound traffic will not indicate on the control panel. Only inbound traffic in an outbound lane will trigger an alarm. On inbound lanes, all traffic will cause an audible and visual alert signal.

D. Performance Levels:

The systems must meet the performance levels established in this RFP. Conformance with product specifications, reliable operation, speed, equipment longevity, and ease of deployment are important criteria for this installation.

E. Installation:

Installation at the final location is not included in this Contract; however, installation support is included in this Contract. Another contractor under a separate contract with King County will perform installation. (See Subsection 7.15 Installation Support)

F. Programming of PLCs:

King County will program the PLCs provided under this contract. The PLCs must be made available for programming by the County prior to the acceptance test so that the entire operation of the system can be simulated in the test environment.

7-2 STANDARDS

Equipment furnished under this contract shall comply in all respects with the requirements of these standards:

- A. OSHA – Occupational Safety and Health Administration
- B. ANSI – American National Standards Institute
- C. NEMA – National Electric Manufacturers Association
- D. NEC – National Electric Code
- E. UL – Underwriters Laboratories
- F. IEEE – Institute of Electrical and Electronics Engineers
- G. NIST – National Institute of Standards

7-3 SCHEDULE

- A. Complete work under this Contract within the times established in the following Schedule of Completion. (See Days in Definition of Words and Terms). Days refers to days after effective Notice to Proceed for the element described of the Work. Individual Notices to Proceed will be given by King County for each element of Work. Days to Completion run sequentially.
- B. Failure to achieve substantial completion for each element of Work within the schedule established in the Schedule of Completion will result in liquidated damages assessed against the Contractor as established in the Contract Documents.

SCHEDULE OF COMPLETION

Work Element	Work Completed	Days to Completion
Supply, Fabrication, & <u>Delivery to</u> Functional Shop Test Location	Completion of procurement and fabrication of facility security and barricade control system, ready for functional shop test, delivered to test location.	70
Functional Shop Test	Completion of Functional Shop Test Disassembly of Functional Shop Test and packaging of equipment	5 ^{a b}
Delivery of Equipment to Installation staging area	Delivery of equipment to installation site	2 ^c
Functional Field Test & Operational Startup	Completion of Functional Field Test and Operational Startup	5 ^d

7-4 DESIGN & DOCUMENTATION SUBMITTALS

- A. Shop drawings and equipment data, including outline drawings with locations of electrical and mechanical connection requirements.
- B. Manufacturer's catalog data confirming rated capacity, equipment performance specifications, and electrical requirements.
- C. Enclosures data.
- D. Dimensional data and details for equipment installation, mounting, and connections.
- E. Detailed system operating information, including:
 - 1. Detailed operation description, including remote control panel and vehicle sensing operations.
 - 2. Manual operation mode.
 - 3. Emergency operation during power outage.
 - 4. Routine maintenance.
 - 5. Original operation and maintenance manuals from each manufacturer for the products provided.
- F. Wiring schematics and electrical connection diagrams.

^a Functional shop testing to commence upon completion of procurement and fabrication of equipment under this contract and approval of Contractor's test plan by King County.

^b Includes 1 day of PLC programming by King County.

^c Following completion of Functional Shop Test to the satisfaction of King County.

^d Following final installation of equipment by King County.

- G. Assembly, installation, alignment, and instructions for the integration site.
- H. Testing Plan
 - 1. Shall include details for test Part One, Two and Three as defined in Section 4.14
 - a. Test steps required to demonstrate that all active components related to the PLC are independently operational.
 - b. Test steps that demonstrate the proper operation of the fully integrated monitoring and traffic control systems in the temporary location.
 - 2. Final Acceptance Process detailed as defined in Section 4.14.
 - 3. Test reports and certifications for the integrated system verification test.
 - 4. Test plans for verifying successful installation of the system at the final facility.
- I. Assembly, installation, alignment instructions for the actual field location.
- J. Packing list and waybill.
- K. Submit audio tape with each alert and alarm sound for approval after coordination with the County.
- L. Sample sections of paint filled, engraved control panel on specified material showing both lettering and graphics.
- M. Warrantee documentation.

7-5 OPERATIONS AND MAINTENANCE DATA

Submit 3 (three) copies of Operations and Maintenance Manuals, including names, addresses, and phone numbers of technical personnel available for ongoing technical support; operating instructions; maintenance requirements; servicing cycles; lubrication requirements; troubleshooting guide; recommended spare parts; and local spare parts sources. Include original manufacturer's operations and maintenance manuals for each product component provided under this contract. Bind the Operations and Maintenance manuals in sturdy, three ring binders with title covers.

7-6 DELIVERY, STORAGE, AND HANDLING

- A. Prepare and protect material and equipment and ship in accordance with manufacturer's instructions.
 - 1. Cover materials and equipment openings during shipment, storage, and handling.
 - 2. Protect electrical equipment, controls, and insulation against moisture and water damage.
 - 3. Protect painted surfaces against impact, abrasion, discoloration, and other damage.
 - 4. Any devices shipped loose shall be packaged in sturdy wooden crates and be suitably protected against damage from the elements and handling. A packing list shall be provided on the outside of each box.
 - 5. For the Functional Shop Test, all components shall be either:
 - shipped to the Shop Test site - and King County will receive and hold for Contractor until the Shop Test.
 - or the Contractor shall bring all materials to the Shop Test site.
 - 6. Immediately after the successful conclusion of the Functional Shop Tests (see Sections 4.14 and 7.14) the Contractor will repackage all equipment, in the same protection as in #1 thru #4 above.

7. Immediately after repackaging the Contractor will deliver the equipment to the County provided staging area.
 8. A packing list shall be provided on the outside of each box.
 9. Contractor will unload equipment and place where directed at County provided staging area and certify that the delivered materials are undamaged and complete.
- B. All components shall be shipped FOB to
King County Transit
1505 6th Avenue South
Seattle, WA, 98134

7-7 COORDINATION

- A. Provide notification when the PLC is ready for programming.
- B. Provide special tools that are necessary for installation, replacement, or adjustment of the equipment.
- C. Provide manufacturer's recommended spare parts. See Subsection 7.12, Spare Parts.

7-8 QUALITY ASSURANCE

- A. System components shall be fully tested at the factory prior to shipment.
- B. Each system component shall be integrated at the temporary test site and tested as part of the completed system.
- C. Each system component shall be re-tested as part of the final field installation.
- D. Each system component shall be integrated at the final installation site and tested as part of the completed system.

Part 2 PRODUCTS

7-9 SERVICE CONDITIONS

- A. Location: Seattle, WA
- B. Installation setting: The system will be installed in an existing temporary facility that will provide a minimum level of environmental protection for the integration testing. The entire system subsequent to acceptance will be relocated within a bus traffic thoroughfare. The main head-end systems (control console, workstation, DVR, and PLC) will be located in a guard station kiosk which will provide a minimum level of environmental protection.
- C. Exposure: Outdoors.
- D. Air Temperature Range: 10 to 100 degrees Fahrenheit.
- E. Annual Rainfall: 40 inches.
- F. Snow Load: per City of Seattle Code.
- G. Environmental Loads: Seismic loads per UBC, Zone 3.

7-10 ACCEPTABLE MANUFACTURERS & "approved equals"

The following Product list in Subsection 7-11 lists specific Manufactures and model numbers. The County is open to other approved equal products except where the specification states 'no substitute'. The procedure to request that your alternate be accepted as an approved equal is to submit your

alternate in during the RFP process, up until the time for submitting question defined in Subsection 1.5 Questions & Interpretation of Proposal. Contractors must submit documentation that clearly shows how the proposed substitute products meet all the defined and specified criteria. The County will then determine if the product is an acceptable alternative and provide a decision via Addendum to the RFP.

7-11 PRODUCTS

Components shall be:

A. CCTV System

1. Color Surveillance Camera Panasonic Model WV-CL924A Series
 - a. Pickup device 768 (H) x 494 (V) pixels, Interline Transfer CCD
 - b. Low-light color and B/W mode
 - c. ½" - interline transfer CCD w/infrared sensitivity
 - d. Super sensitivity of
 - (1) 0.14 lx (0.014 fc) at F1.4 in color mode,
 - (2) 0.01 lx (0.001 fc) in B/W mode
 - e. Scanning area 6.45 (H) x 4.84 (V) mm Equivalent to ½" tube
 - f. Scanning 480 lines(color), 570 lines (BW)/ 60 fields / 30 frames, Horizontal 15.734 kHz / Vertical 59.94 Hz
 - g. Video output
 - h. 1.0V[p-p] NTSC Composite / 75Ω / BNC connector
 - i. VBS 1.0V[p-p] / 75Ω / BNC connector
 - j. S/N ratio 50dB at AGC off
 - k. Electronic light control equivalent to variable shutter speed between 1/60s and 1/10,000s
 - l. Electronic sensitivity Up off, auto (x2, x4, x6, x10, x16, x32), fixed (x2, x4, x6, x10, x16, x32, x64)
 - m. Backlight compensation preset on or off selectable
 - n. CS-mount lens
 - o. ACL DC / Video Servo Selectable
 - p. DC12V electrical
2. Panasonic ½ CCD Automatic Iris Lenses
 - a. Model WV- LA6A
 - (1) For angle of view 40°-60°
 - (2) Focal length of 6mm
 - (3) CS mounting
 - (4) Aperture ratio of 1:1.4
 - b. Model WV-LA12A
 - (1) For angle of view 25°-30°
 - (2) Focal length of 12mm
 - (3) CS mounting

- (4) Aperture ratio of 1:1.4
- c. Model WV-LA18
 - (1) For angle of view for 20°
 - (2) Focal length of 18mm
 - (3) CS mounting
 - (4) Aperture ratio of 1:1.4
- d. Model WV-LA36
 - (1) For angle of view for 5°
 - (2) Focal length of 36mm
 - (3) CS mounting
 - (4) Aperture ratio of 1:1.8
- 3. Camera Outdoor housing Panasonic Model POH1500HB
 - a. For ½" CCD cameras
 - b. 11" housing length
 - c. AC24V heater/blower
 - d. Set up to specifically work with the above camera and lenses
- 4. Camera housing mounting hardware
 - a. Pelco EM1000U, EM1009U, EM1015U, EM1900U series mounts
 - b. Adjustable swivel head
 - c. Supports up to 40 pounds
 - d. Cable feed-through to conceal cabling
 - e. Accommodates selected camera housing and selected mounting locations, including the mounting pole
- 5. CCTV pole PolEvator PV18
 - a. 18 foot height
 - b. Extruded aluminum construction
 - c. NEMA box enclosure
 - d. Power, video, and data connections
 - e. Anchoring base jig
 - f. Dual camera housing mounting bracket, Videolarm part WM2400
 - g. Mounting base to accommodate the specified camera housing and mounting brackets
- 6. Video Transmitter IFS VT1101M Series
 - a. AM video transmission
 - b. NTSC and CECAM compatible
 - c. Direct camera mountable
 - d. 24VAC power
 - e. Max distance 2.5 miles
 - f. Compatible with selected video receiver

7. Camera and enclosure wiring as defined on drawings
- B. CCTV Recording and Digitization System Honeywell DVR Fusion Series – Model AFDVR164801T
 1. Multi-Channel Digital Video Recorders
 - a. Video Standard: NTSC: 720x480 max. 4 CIF.
 - b. Image Compression: Proprietary
 - c. 2~4 Kbytes per frame (360x240)
 - d. Record/Viewing: Up to 480 ips (4 cameras / 30 IPS / 4CIF)
 - e. Storage Media Internal: 1TB
 - f. Record Directly to Network Attached Device (future)
 - g. Composite Video Inputs: Up to 32 1v p-p, 75ohm, BNC
 - h. Composite Video Outputs: Controllable analog out, display up to 16 images
 - i. SVGA: 15 pin D-type port for a PC monitor connection
 - j. Alarm inputs: Up to 16 dry contact, NC/NO programmable
 - k. Control outputs: Up to 16
 - l. Audio Inputs: Up to 4 line inputs – RCA Connector
 - m. Audio Out: 1 line output – RCA Connector
 - n. Network connectivity: 10/100 Mbps Ethernet, RJ45
 - o. Com Ports: 2
 - p. Printer Port: 25 Pin D-Type
 - q. USB Port: Up to 4 USB 2.0
 - r. USB Keyboard & Mouse with 25' cable:
 - s. RS485/422 Port: Plug in connector Control of ADEMCO Video, Pelco and Ultrak speed domes, along with other major manufacturers
 - t. Recording On Board Device: Floppy Drive, CD-RW
 - u. Mechanical Dimensions: 17" W x 20" D x 7"H
 - v. Power: 100-240VAC (50Hz/60Hz), 350 watts
 - w. Operation Temperature: 40° to 104°F (5° to 40°C)
 - x. 2 year warranty including drives
 2. Live & Video playback monitors Samsung 19" LCD Monitor Model LTM19OU1
 - a. SVGA: 15 pin D-type port for a PC monitor connection
 - b. 25' monitor cable
 3. Video playback workstation Dell PowerEdge 650 server
 - a. Intel Pentium 4, 2.4GHz, 512K, 533MHz, with floppy / CDROM
 - b. No OS
 - c. 256MB RAM, 266MHz, 1x256MB DIMM
 - d. Standard 2-post rack mount rails

- e. 120GB 7.2 RPM IDE hard drive
 - f. 1 RU rack mount
 - g. Mechanical Dimensions: 17" W x 20" D x 1 3/4"H
4. Windows 2000 Professional OS
- a. Workstation single user
 - b. Minimized configuration (NIST workstation hardening standards)
 - c. Compatible to operate with the video management and video playback software
 - d. no substitute
5. Software managing recording devices Honeywell Fusion Remote Video Software
- a. Honeywell product AFRVS
 - b. Remote selection and playback of recorded video
 - c. Interface with and fully compatible with provided DVR system
- C. Traffic Detection Devices
1. Vehicle loop detector EMX D-TEK
- a. 14 THHN
 - b. Loop diagnostics and conditioner
 - c. RF metal shielded case,
 - d. 3.25HX2.56WX3.65D
 - e. DIN rail mount
 - f. 85CP11 compatible w/ Octal socket
 - g. 11 pin Octal DIN mount socket, part LD-11
 - h. Self tuning & loop isolation
 - i. 12VDC, 60 mA
 - j. 1A/125 VAC output relay
 - k. LED loop and system status indicators
 - l. Mode and timing settings DIP switch programmable
 - m. Hoffman enclosure CSD12126SS, NEMA IV weatherproof stainless steel
 - n. 12X12X6,
 - o. w/ Medeco cam lock (specific part based on field fit requirements)
 - p. Hoffman enclosure panel CP1212,
 - q. 10.2X10.2,
 - r. Phoenix terminals, UKS
 - s. Cherry "cheat interlock" tamper switch
2. IR Beam
- a. Photoelectric detectors
 - b. Detection Systems Dual Beam, part DS462

- c. Coverage minimum 200 feet outdoors
 - d. 12VAC, 70mA
 - e. Alarm output, form "C" rated 1 Amp @24VDC
 - f. RF interference immunity
 - g. Environmental discrimination circuitry
 - h. Weather enclosure WE452
 - i. Mounting pole, part DS Custom
 - j. Hoffman enclosure CSD12126SS,
 - (1) NEMA IV weatherproof stainless steel
 - (2) 12X12X6,
 - (3) w/ Medlco cam lock (specific part based on field fit requirements)
 - k. Hoffman enclosure panel CP1212,
 - (1) 10.2X10.2
 - l. Phoenix terminals, UKS
 - m. Cherry "cheat interlock" tamper switch
3. Enclosure temperature monitoring and high temperature alarm switch
- a. Johnson Controls thermostat, model T22BBC
- D. Security LAN Network
- 1. Network switch – head end to connect all parts of system
 - a. Linksys SR224G
 - b. 24 Port 10/100 auto sensing full duplex
 - c. Auto MDI/MDI-X ports
 - d. 1 Gigabit 10/100/1000BaseTX port
 - e. Mini GBIC expansion port
 - f. 1 RU rackmount
 - g. Optic link interface to support spans up to 500 meters in length
- E. Speech synthesizer Mckenzie MacFi-mpe series, model 40
- 1. MP3 digital audio record / play system
 - a. MPEG 1, layer 3 (MP3) record and playback
 - b. 99 independent messages
 - c. Flash memory, 32MB
 - d. Line and microphone inputs
 - e. Line and speaker outputs
 - f. 1 RU rack mount
 - g. Serial RS232 control, setup, audio file transfer
 - h. Synchronization and playing relay
 - i. Front mount LED indicators

- j. 40 minutes local recording
- F. Media converter Hirschmann RT2-TX/FX-SM, part 943 658-031
 - 1. Ethernet 100BASE-TX / fiber 100BASE-FX transceiver
 - a. RJ45 interface
 - b. DIN rail mount
 - c. SC optical interface
- G. Programmable Logic Controller (PLC)
 - 1. Hardware
 - a. Head-end (both locations have same PLC hardware and software)
 - (1) Allen Bradley ControlLogix 1756 Series PLC, 1756-L55M22
 - (2) DIN rail mount
 - (3) Logix5555 Processor,
 - (i) 1756-L55M22
 - (ii) 750K static RAM
 - (iii) 750K nonvolatile RAM
 - (4) 17556-CP3 programmer cable
 - (5) ControlLogix Chassis, 1756-A13
 - (i) 13 slot chassis
 - (ii) maximum length 20", sized to fit constrained space
 - (6) Redundant power supply
 - (i) 1756-PA75R power supply (2 each)
 - (ii) power cable, 1756-CPR (2 each)
 - (iii) chassis power adapter module, 1756-PSCA
 - (iv) 120 VAC, 115W
 - (7) 1756 Digital dc Input Modules, IB161 (3 each)
 - (i) 24 VAC source or sink load
 - (ii) 16 individual isolated points
 - (8) 1756 Digital Contact Output Modules, OW161 (2 each)
 - (i) 24 VAC
 - (ii) 16 individual isolated points
 - (9) Communication Interface Module, 1756-ENBT (1 each)
 - (i) Single-port RJ45 Ethernet/IP
 - (ii) 10/100M bits/s
 - (iii) 8 pin RJ45
 - (10) RSLinx Software V 2.2
 - (i) For the 1756-ENBT communication module
 - (11) **no** substitute
 - b. Remote end (both locations have same type and model PLC hardware and software)

- (1) Allen Bradley ControlLogix 1756 Series PLC, 1756-L55M22
- (2) DIN rail mount
- (3) Logix5555 Processor,
 - (i) 1756-L55M22
 - (ii) 750K static RAM
 - (iii) 750K nonvolatile RAM
- (4) ControlLogix Chassis, 1756-A7
 - (i) 7 slot chassis
 - (ii) maximum length 12", sized to fit constrained space
- (5) Redundant power supply
 - (i) 1756-PA75R power supply (2 each)
 - (ii) power cable, 1756-CPR (2 each)
 - (iii) chassis power adapter module, 1756-PSCA
 - (iv) 120 VAC, 115W
- (6) 1756 Digital dc Input Modules, IB161 (1 each)
 - (i) 24 VAC source or sink load
 - (ii) 16 individual isolated points
- (7) Communication Interface Module, 1756-ENBT (1 each)
 - (i) single-port RJ45 Ethernet/IP
 - (ii) 10/100M bits/s
 - (iii) 8 pin RJ45
- (8) RSLinx Software V 2.2
 - (i) For the 1756-ENBT communication module
- (9) **no** substitute
2. Software for programming, operating, and maintaining PLC RSLogix 5000 Programming Software
 - a. Professional 9324-RLD700NXENE
 - b. For ControlLogix 1756 system, Logix5555 processor
 - c. **no** substitute
3. Cable for programming PLC1756-CP3 programmer cable
 - a. 3 foot
 - b. **no** substitute
- H. Intercom Communications equipment
 1. AiPhone Video Master Station, part KB-3MRD
 - a. AiPhone Desk stand, part MCW-S
 - b. AiPhone Color video intercom substation, part KB-DAR
 - c. AiPhone stainless steel housing, part KA-DGR
 - d. AiPhone digital 18AWG, 2 cond. Solid FPLR wiring, # 87802

- e. **no** substitute
- I. Shop integration and verification test devices
 - 1. Devices for emulation of barricade controls interfaces
 - 2. Devices to emulate of traffic lights and signal arm gate interconnections
- J. Enclosures
 - 1. Head-end
 - a. Equipment rack & enclosure Winsted 35"H X 24"D Pro Series Rack, # 90012
 - b. 24" RU rack,
 - c. Front panel hinge open, vented, # 90322
 - d. 24" pedestal base, # 90072
 - e. Removable side panels, # 90112
 - f. 3.5" vented panel, # 86141
 - g. 35" H rear door, # 90312
 - h. 34" 10 outlet electrical assembly, # 10710
 - i. Rear mount internal rails,
 - j. Fan ventilation, 105 CFM, # 10705
 - k. 20" pullout shelf w/ latch, # 85094
 - l. 2" casters set
 - 2. Remote field panel
 - a. Equipment enclosure Hoffman enclosure C-SD423612SS
 - (1) 42" X 36" X 12"
 - (2) Weatherproof NEMA IV, Stainless Steel
 - (3) Hoffman panel, 40.2" X 34.2", part C-P4236
 - (4) Hoffman key lock handle
 - (5) Hoffman ¼ turn 3 point latch, part CSD42361255
 - (6) Hoffman mounting & bracket w/switch, part A-LFSWD
 - b. Medeco biaxial cabinet lock (specific part based on field fit requirements)
 - c. Cherry "cheat interlock" tamper switch
 - d. Phoenix terminals w/rail & terminal marking
 - e. Panduit type E wire duct w/cover, 2" X 2"
 - f. Enclosure temperature monitoring and high temperature alarm
 - (1) Johnson Controls thermostat, model T22BBC
- K. Power Supply
 - 1. 24VC Altronix ALTV248300ULCB
 - a. 24VAC 8 port PTC protected outputs
 - b. UL class 2
 - c. 2.5 AMP

2. 12VDC Altronix AL1012ULXPD16CB
 - a. 12VDC 16 port PTC protected outputs
 - b. UL class 2
 - c. 10 AMP
 - d. power fail and low battery dry contacts
- L. Optic fiber
 1. Connector Housing Corning Landscape CCH-01U
 - a. 1RU, 1.75" X 17" X 12"
 - b. 12 fiber connector housing
 2. Connector panel Corning Landscape CCH-CP06-15T
 - a. CCH connector panel w./ 6 universal holders
 - b. Flanged ST compatible
 - c. Multimode
 - d. Ceramic inserts
 - e. Composite housing
 3. Modular rack mount card cage IFS, R3
 - a. 19" X 7" X 5.25"
 - b. R3 closure plates AR to close racks
 4. Video Receiver IFS video receiver, w/ AGC, VR1100-R3
 - a. Single fiber
 - b. Rack mount
 5. Interconnect Corning WIC-12
 - a. 12 fiber wiring interconnect
 - b. 9.25"X 8.5" X 3"
 6. Interconnect panel
 - a. Corning WIC-CP1-15
 - b. 6 port SC Compatible fiber wiring connector panel
 - c. Multimode adapters w/ ceramic insert
 7. Fan-out kit Corning SFK-P-12-250-M
 - a. 12 fiber spider wiring connector
 - b. Multimode adapters
 8. Pre-made Fiber Patch Cord
 - a. 20' Corning Patch cord
 - b. w/ST to ST compatible Ceramic
 - c. part 5050-01K3141-020-F

- M. Barricade and traffic control panel as defined on detail drawings SE 5.0.1 and SE 5.0.2
- N. UPS
 - 1. Head-end
 - a. Smart UPS APC SU5000R5XLTFMR
 - (1) 5000VA
 - (2) 7 RU rack mount
 - (3) 208VAC in / 120 VAC out
 - (4) 1 hour backup plus 30% future
 - b. External battery pack
 - (1) Smart UPS APC SU48R3XLBP
 - (2) 3 RU rack mount
 - (3) 48VA
 - (4) 208VAC in / 120 VAC out
 - (5) 1 hour backup plus 30% future
 - 2. Remote
 - a. Smart UPS APC SUA1000
 - (1) Panel mount
 - (2) 1000VA
 - (3) 120 VAC in / 120 VAC out
 - (4) 1 hour backup plus 30% future
- O. All connections necessary for complete and fully functional control systems for the barricade, traffic, and monitoring systems.
- P. All parts shown and/or detailed on the drawings but not specified above.

7-12 SPARE PARTS

Provide complete set of recommended spare parts for 5 years of operation for each end of the tunnel. At a minimum, include:

- A. (1) PLC chassis
 - 1. (1) PLC processor
 - 2. (1) PLC communication module
 - 3. (1) PLC input module
 - 4. (1) PLC output module
 - 5. (1) PLC communications media converter
- B. Video
 - 1. (1) monitor
 - 2. (1) video camera
- C. Power supply
 - 1. (1) 12 VDC power supply
 - 2. (1) 24VAC power supply

- D. (1) 10/100 switch

7-13 CONTROL & LOGIC CIRCUITS

- A. Provide a control system with the ability to operate the barriers in a normally up mode. In a quiescent mode, with all barriers up, the red LEDs will indicate the up position of all three barriers. When a bus is exiting the tunnel, the exit loop will provide a signal to lower the barriers. The barriers will lower, flashing both the red and green barrier position LEDs. Once the barrier is normally down, the red LEDs will be off and the green LEDs will be on, indicating the down position. Once the bus has passed over the barriers, the control system will send an up signal to the barriers. The LEDs will again flash, and once the barrier is normally up, the red LEDs will be on and the green LEDs will be off.
- B. For a bus to enter the tunnel, the operator must push the down button on the entry lane. The LEDs will flash while the barrier is going down. Once the barrier is normally down, the green LEDs will be on. After the bus passes over the barrier and is clear of the barrier, the control system will send an up signal to the barrier, the barrier will rise, and the LEDs will flash. Once normally up, the red LEDs will be on.
- C. Based on the above description, the tunnel exiting operation is fully automatic and the entrance operation requires one button push.
- D. When there is a second bus exiting the tunnel just after a first bus, the control system will use the exit loop to detect this and leave the barrier down for the second transaction, closing automatically after the second bus.
- E. When there is a second bus entering the tunnel just after a first bus, the operator must push the button a second time to create the double entry transaction.
- F. For the site monitoring, loops and beams are used to sense incoming transactions. For paths that are normally for incoming traffic, an alert signal is generated. LEDs showing where the entrance has taken place and a specific voice sound for that location will indicate the location. This alert is a single transaction that does not require a reset or silence. The operator will be able to see the transaction on the video system.
- G. When a vehicle enters a path that is designed for exit only, an alarm is generated. This will flash the general site LEDs on the control panel, indicate the path that was violated, and present a repeated voice annunciation that can be silenced by a button. In this alarm mode, all barriers will be up and all must be manually lowered. The return to the up position will be automatic. The operator can clear the alarm state with the reset button. The operator can also create the alarm state with a button on the control panel based on some event that the operator knows of but which was not automatically sensed by the system.

Part 3 EXECUTION

7-14 TWO-STAGE INSTALLATION, TESTING, AND ACCEPTANCE PROCESS

- A. **Functional Shop Test.** The test includes steps required to demonstrate the proper operation of the fully integrated monitoring and traffic control systems, with the entire system assembled in a shop location in Seattle, WA provided by King County. This testing uses the barricade emulation test devices created as part of this contract specifically to support this testing. Demonstrate all functional aspects of the facility security and barrier control systems, including performance of the vehicle detection systems; cameras, monitoring, recording, and digitizing devices and the barrier control systems, using emulation devices to simulate the barrier operation. Prepare and submit a functional shop test plan to the County for review and approval prior to commencing the test. The components shall be installed and integrated temporarily to demonstrate the proper operation of the system and all of the system components. Due to the type of construction process that is

envisioned, this process will be different than a typical installation contract, but is still a very necessary step to bring the system to a quality conclusion.

1. All components shall be mounted in appropriate enclosures in final and permanent form, including cable dressing, labeling, locks, and hardware. Any wiring for field termination points may be temporary.
2. Emulate Barrier Connections For the Functional Shop Test, provide temporary separate devices that emulate connections with the barrier equipment. The devices shall be installed temporarily in a fully integrated configuration with the control system for a pre-installation integration test at a facility in Seattle WA, provided under this Contract that does not include actual traffic barricades. The devices shall meet performance criteria set forth in this RFP.
3. Prior to complete installation and formal demonstration, a partial version of the test will need to be performed to verify at a minimum that the installation will provide a live test bed for programming the PLC. This includes at a minimum all components that interoperate with the PLC.
4. After completion of the PLC programming, the integration test shall be repeated in it's complete format to fully exercise all functions of the system and demonstrate all components are properly operational and fully integrated (excluding the actual barricades). Testing traffic detection using real vehicles is not required.
5. Program each alert and each alarm MP3 audio sound into the module after submission approval and prior to the test.
6. Cameras shall be mounted on the appropriate hardware to assure form fit and proper operation.
7. The PolEvator camera raising hardware and pole need to be assembled and tested but can be erected on a temporary 6' X 6' wooden base.
8. After completion of the Shop Test, the County shall review the results to determine if the system integration was successful. If successful, the County will provide notification to proceed. If not, Contractor shall take steps to correct the non-conforming conditions and retest until the specified performance levels are achieved to the satisfaction of King County.
9. After a successful test and notification to proceed, the contractor will disassemble and package the system for transport. The respective cabinets and enclosures shall be prepared for transport and moved intact.
10. Prepare and submit a summary report of the testing, including results, corrective actions, recommendations, and any other results of the test program.

B. **Functional Field Test** - After the system is installed in the final field locations by King County, the Functional Field Test shall be conducted. The same steps as the Functional Shop Test plan shall again demonstrate the proper operation of the fully integrated monitoring and traffic control systems, this time using the actual, installed hydraulic barricades instead of the test emulation devices used in shop test. Prepare and submit an update to the functional ship test plan reflecting testing of the installed barriers and other equipment provided under this contract.

1. Conduct testing of each system component, including cycling of each system component through all operating conditions. Test each control, instrument, and alarm to verify conformance with design criteria.
2. Conduct commissioning testing consisting of operation of all equipment supplied under this Contract for a minimum of 1-hour of full operating cycles. Demonstrate performance through all operating conditions and make any adjustments and field calibrations. Demonstrate performance of all instrumentation, control, and alarm equipment for a

minimum of 10 cycles each. Identify any issues that may compromise successful operation of the equipment and provide recommendations for modifications to the installations.

3. Prepare and submit a summary report of the testing, including results, corrective actions, recommendations, and any other results of the test program.

7-15 INSTALLATION SUPPORT

- A. This contract includes the development of detailed plans specifying how the County shall install the system in the final field location. The installation support work described in this section is in addition to the Functional Shop Test and Functional Field Test described above.
- B. King County will contract separately for installation of the security monitoring and barricade control system.

King County will previously have the barricade systems installed per the barricade manufacturer's installation instructions. The system integration contractor shall provide detailed installation and operating instructions describing each element of the installation to allow King County to complete the relocation and re-installation with minimal oversight by the integration contractor. King County will conduct its own functional tests per Contractor's instructions.

- C. Installation Support by the Contractor

1. **Pre-Fabrication Site Visit** - Provide 1 trip to inspect the installation site and provide a total of 8 hours for site inspection prior to submittal of design shop drawings to the County.
 - a. Visit each installation site (at both ends of the tunnel) to 1) field review the locations of barricade, cameras, enclosures, and remote control panel installations 2) verify dimensions and 3) establish final design criteria.
 - b. Carefully examine each installation location for equipment clearances, interferences, and obstructions that might impose limitations upon the equipment.
 - c. Coordinate with the County and the filed inspection contractor, answer any questions where requested.
2. **Installation Assistance Site Visit** – Provide 1 trip to the installation site and provide a total of 40 hours of installation support, including inspection and troubleshooting the installation. This work shall be conducted during the installation work by King County.
 - a. Visit the installation site and inspect the installation for conformance with installation requirements, recommended modifications, and any condition that may create operating or equipment problems.
 - b. Provide a written report to King County regarding the findings of the installation inspection and recommendations developed from the visit.
3. **Startup Support and Training Site Visit** – Provide 1 trip to the site and provide a total of 24 hours of startup support, commissioning, and training. Conduct this work following the Functional Field Testing.
 - a. Provide as-requested operational support and troubleshooting, field adjustments, and system modifications necessary for successful operation
 - b. Conduct a minimum of 16 hours of training for up to 10 King County staff at the installation location. Training shall include full description and design criteria for each component of the equipment; operating, maintenance, and troubleshooting programs; control system logic and operating features and spare parts replacement methods. Prepare training materials to support the operations and maintenance training sessions.

- c. Provide County a written report to regarding troubleshooting and commissioning support.

7-16 PAYMENT MILESTONES

A. County will compensate manufacturer in accordance with the following Milestones:

Mile-stone	Description	% of Contract Value
1	County approval of submitted manufacturers shop drawings & test plan	10%
2	Delivery of Equipment & Completion of successful Functional Shop Test. <i>Included:</i> supply, fabrication, shipping, and completion of Functional Shop Test to the satisfaction of King County. Also includes Repackaging and delivery of equipment to installation staging site.	60%
3	Completion of Installation Support & successful Functional Field Test. <i>Included:</i> Installation support services, and Functional Field Test	20%
4	Final acceptance – following the 30 day period of continuous successful operation	10%

SECTION 8 - PROPOSAL QUESTIONS**8-1 General**

- A. This section contains questions to be addressed by Proposers. Proposers shall address the questions in the order presented identifying the questions by number. Proposals need to be specific, detailed and straightforward using clear, concise, easily understood language.
- B. Proposers shall examine the entire RFP document including the instructions, terms and conditions, Scope of Work and applicable standards and regulations; failure to do so shall be at the Proposers risk.
- C. Subsection 2.5, Proposal Scoring and Priority, sets forth the weighted scoring system that will be used by the Proposal Evaluators evaluating the proposals. Along with other proposal contents indicated in Subsection 1.13 A, the Proposer's responses to this Section are intended to provide the PE with the information needed to score each proposal. The PE will assign points to each proposal section based on the guidelines of Subsection 2.5 and the information provided in this Section 8.

8-2 Contacts

Provide separate contacts for dealer representative and manufacturer where applicable

- A. Provide names, addresses, telephone numbers, and hours available for local sales and service representatives of the Proposing entity.
- B. Provide names, addresses, telephone numbers, and hours available for factory sales and service representatives.
- C. Provide names, addresses, telephone numbers for after-hours contacts for emergency parts, repair and replacement.

8-3 Business Entity and Financial Information

- A. Provide the name, address, and telephone number of legal entity with which Contract is to be written.
- B. Provide the name, address and telephone numbers of principal officers (President, Vice-President, Treasurer, Chairperson of the Board of Directors, and other executive officers.)
- C. Describe the legal status of the Proposer.
- D. Provide the proposer's business license numbers for states other than Washington.
- E. List the names, titles, and telephone numbers of persons authorized to conduct Contract negotiations with the County.

8-4 References (Max Score Ph II 100 pts)

Provide four (4) recent references of installed surveillance and security systems of the same model number provided by the Proposer. The Work must have been completed within the last five (5) years.

Provide the following information for each project:

- A. Owner:
- B. Location:
- C. Contact Name, phone number, e-mail address:
- D. Project manager
- E. Date of Installation:

- F. Number, type and model number of surveillance cameras and digital recorders
- G. General description/quantity of products provided
- H. Number of on-site personnel trained
- I. Names of any subcontractors that are also proposed to perform work under this RFP
- J. Any repairs needed to monitoring and control system for what ever reason

8-5 Proposer and Manufacturer Information (Max Score PH II 200 pts)

A. PROPOSER INFORMATION

Provide the names, addresses, telephone numbers and qualifications of any business entities to whom the supply of major components will be subcontracted.

B. MANUFACTURER INFORMATION:

1. Provide information on factory and manufacturing facilities, locations, and manufacturing schedules. Describe preferred means for shipping and delivery of the barricades.
2. Describe manufacturing processes and quality control/quality assurance procedures.
3. Provide approximate lead times for the delivery of the barricades meeting the requirements of this RFP.
4. List any applicable charges for accelerated schedules.
5. Describe the Factory's ability to customize standard components.
6. Give examples of customization that is readily available.
7. Describe how the customization surcharge would be calculated?
8. Describe information on available training for maintenance personnel by Factory Representatives in the field or at the factory, along with associated costs and options?
9. Describe the standard warrantee agreement available for this product.
10. Describe extended Warranties or Maintenance agreements that are available after the one year Warranty period.
11. Provide a list and catalog data of major components produced by other manufacturers.
12. List the equipment design life for major components.
13. Provide information demonstrating the ability of the manufacturer to complete repairs.
14. Evidence of adequate financial stability is a prerequisite to award of a Contract regardless of any other consideration. The Proposer shall submit financial resources information according to Subsection 2.3 Responsiveness and Responsibility

8-6 Compliance With Technical Specifications (Max Score PH II 400 pts)

It is important that each proposer pay careful attention to Section 7 (and Addenda). Section 7 outlines the basic system to be supplied by the Supply Contractor. Your Proposal should be complete and respond to all aspects of Section 7.

Proposer must address technical requirements in Sections 7.2 thru 7.15. Provide details of the exact equipment in your proposal and how that equipment will meet the technical requirements.

IMPORTANT - Any exceptions shall be explained on separate sheet attached to your Proposal, referencing the RFP section and subsection and paragraph.



King County

ATTACHMENT A**CONTRACTOR REGISTRATION FORM****RFP NO: 04-025 PR****Proposer's Declarations and Statement of Understanding**

The undersigned (hereinafter called the "Proposer") declares that he/she has read the RFP and has authority to submit the following Proposal. The Proposer understands that, in addition to this Contractor Registration Form, the RFP and Proposer's supporting documents constitute parts of the Proposal and are incorporated herein by reference. Proposer acknowledges that **Addenda numbers** _____ **through** _____ have been delivered and have been taken into account as part of this Proposal, and that all Addenda issued are hereby made part of our Proposal.

Proposer hereby designates _____, Telephone No: _____
as the Person to contact for additional information about our Proposal.

E-Mail Address: _____ Fax No: _____

Internal Revenue Service (IRS) Reporting Requirements:**Check one:**

- ☐ Corporation ☐ Partnership ☐ Sole Proprietor
☐ Other (please specify) _____

Identify:

Dun and Bradstreet Number:
(Required for all federally
funded procurements)

State of Incorporation: _____

Provide one:

Federal Tax Number: _____ Social Security Number: _____

What is the official name registered with the IRS for this number? _____

Identify:

UBI Number: _____ Business License Number: _____

Prompt payment discount offered:

Percentage: _____ Days: _____ Standard payment is net 30 days. Evaluation will be at the discounted prices if the time for the discount is not less than 20 days.

Proposal Identification:

- ☐ Check if firm submitting Proposal is a DBE certified by Washington State Office of Minority and Women's Business Enterprises.
- ☐ Check here if the firm submitting this Proposal is a King County certified Small Economically Disadvantaged Business (SEDB).

Firm Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Authorized Signature: _____

Printed Name: _____

**King County**

**ATTACHMENT B
PROPOSAL SUBMITTAL FORM
RFP 04-025 PR**


Title: FACILITY SECURITY & BARRICADE CONTROL SYSTEMS

- A. The County will only consider an integrated solution, i.e. one Contractor will be awarded the entire contract.
- B. Pricing Instructions
1. Proposed Equipment. Provide a detailed itemized listing of all equipment.
 - a. Major equipment items shall be separately identified and quoted, showing both:
 - (1) per-unit price
 - (2) your proposed quantity of each type of equipment. i.e. for some items you may only propose 1 unit and other items may require many more units.
 - b. Itemized equipment: list prices by site (each end of the tunnel is a site). Each price shall be further broken down into the following general categories for cost distribution. This price includes: engineering, design, and supply.
 - (1) CCTV System, including separate itemization for cameras, lenses housings, mounting hardware, poles, and transmitters.
 - (2) CCTV Recording and Digitization System, including separate itemization for recorders, monitors, workstation, and software.
 - (3) Traffic Detection Devices, including separate itemization for loop detectors, and infrared beams.
 - (4) Security LAN Network.
 - (5) Speech synthesizer.
 - (6) Media converter.
 - (7) Programmable Logic Controllers (PLCs), including separate itemization for hardware, software, and programming equipment.
 - (8) Intercom Communications Equipment.
 - (9) Shop Integration, verification test devices, and emulation devices.
 - (10) Enclosures, including separate itemization for head end units and remote field panels.
 - (11) Power supplies.
 - (12) Optic Fiber including separate itemization for components.
 - (13) Barricade control panels.
 - (14) UPS units.
 - (15) All interconnections
 - (16) Parts indicated on the drawing but not otherwise specified.
 - (17) One year supply of spare parts and maintenance items. (Section 7.12)

2. Spare Parts.
 - a. Spare parts per section 7.12. Give the price per unit and state number of spares that the County will need. This price includes: supply and delivery of spare parts in a box.
 - b. For spare parts pricing for items 1) not anticipated at time of award or 2) spare parts listed and priced in 2.a above but purchased after initial Final Acceptance. Provide a discount off list price from the Manufacturers catalog(s). This price includes: supply and delivery of spare parts in a box. Provide catalogs and discount off list price. Indicate which catalog this pricing is from and which specific column the discount applies. These parts may be required at any time during the term of the contract and any extensions.
3. Proposed Labor. Provide a detailed itemized listing of all labor and services.
 - a. Fully Burdened Labor rate for the following tasks
 - (1) Functional Shop Test – price per test, and price breakout of major activities (Section 7.14)
 - (2) Includes Tasks in 7.14.A along with shipment to the test facility, shop test, repackaging equipment after test and deliver to installation staging area. This price will be a not to exceed price.
 - (3) Functional Field Test – price per Field test and price breakout of major activities (Section 7.14)
 - (4) Includes Tasks in 7.14.B. This price will be a not to exceed price
 - (5) Installation support (Section 7.15) per hour x hours. Hours= hours specified below in (i), (ii), and (iii)
 - (i) Pre-Fabrication Site Visit - Provide 1 trip to inspect the installation site and provide a total of 8 hours for site inspection prior to submittal of design shop drawings to the County.
 - (ii) Installation Assistance Site Visit – Provide 1 trip to the installation site and provide a total of 40 hours of installation support, including inspection and troubleshooting the installation.
 - (iii) Startup Support and Training Site Visit – Provide 1 trip to the site and provide a total of 24 hours of startup support, commissioning, and training. Conduct this work following the Functional Field Testing.
 - b. Fully Burdened Labor rate per day (8 hr day) for additional work not specifically outlined in the Contract. :
4. Prompt payment discount offered: Percentage: _____ Days: _____
Standard payment is net thirty (30) Days. Evaluation shall be at the discounted prices if the time for the discount is twenty (20) Days or more.

BID OPENING LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

U R G E N T – SEALED Proposal ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-ES-0862 Seattle, WA 98104-1598
	RFP No. 04-025 PR
	RFP Title Facility Security & Barricade Control Systems
	Due Date
	Vendor
U R G E N T	